

Exhibit A

(State Court Documents)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Robert Immordino and Allison Immordino,

Plaintiffs,

vs.

Exxact Express, Incorporated, John Doe
Trucking Company and John Doe Truck
Driver,

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

SUMMONS
(Jury Trial Demanded)

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served on you, and to serve a copy of your Answer to the said Complaint upon the subscribers at the Samuels Reynolds Law Firm, 1320 Richland Street, Columbia, South Carolina, 29201, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in such Complaint.

Respectfully submitted,

s/P. Jason Reynolds

P. JASON REYNOLDS, ESQ.

South Carolina Bar No. 76057

STEPHEN B. SAMUELS, ESQ.

South Carolina Bar No. 15394

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Attorney for Plaintiff

January 25, 2021

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Robert Immordino and Allison Immordino,

Plaintiffs,

vs.

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COMPLAINT
(Jury Trial Demanded)

Plaintiffs, Robert Immordino and Allison Immordino, and the undersigned attorneys, complaining of defendants, jointly and severally would allege and show unto the court the following:

1. That Plaintiffs are citizens and residents of the County of Kershaw, State of South Carolina.
2. That, upon information and belief, Defendant, Exxact Express, Incorporated (hereinafter "Exxact"), is a transportation and shipping company doing business in South Carolina with its principal place of business in the State of Florida.
3. That, upon information and belief, Defendant, John Doe Trucking Company (hereinafter "Trucking Company"), is a trucking company with its principal place of business in South Carolina.
4. That Defendant, John Doe Truck Driver (hereinafter "Truck Driver"), is, upon information and belief, a citizen and resident of the State of South Carolina, and is an employee of Defendant, Trucking Company.
5. That this suit arises out of an incident in which the flooring of a cargo trailer

failed and injured the Plaintiffs in Richland County, South Carolina on March 20, 2018.

6. The trailer in question was owned, operated, maintained, and controlled by the Defendants named herein.

7. That this court has personal jurisdiction over the parties hereto and subject matter jurisdiction over the claims asserted herein.

AS A FIRST CAUSE OF ACTION
(Negligence, Gross Negligence, Recklessness)

8. The allegations set forth in Paragraphs 1 through 7 above are repeated, as if set forth herein verbatim.

9. At all times relevant hereto, Defendant, John Doe Truck Driver was an employee, agent, and legal representative of Defendant, John Doe Trucking Company, and acting in the course and scope of his employment.

10. That Defendant, John Doe Trucking Company, is responsible for its employee, Truck Driver's actions and the consequences of Truck Driver's actions on March 20, 2018.

11. On March 20, 2018, Defendant, Truck Driver, while driving a truck owned by Defendant, Trucking Company, picked up a trailer owned by Defendant, Exxact, and drove it to a plant owned by International Paper Company in Richland County, South Carolina.

12. The trailer in question was to be loaded with paper by the Plaintiff, Robert Immordino.

13. Upon information and belief, Defendants, Trucking Company, Truck Driver and Exxact, are, and were at all times herein, doing business in interstate commerce and are subject to the Federal Motor Carrier Safety Regulations.

14. In the process of providing, picking up, driving and delivering the trailer in question to International Paper for loading, Defendants, Trucking Company, Truck Driver and Exxact, are

responsible for the servicing, inspecting, maintaining, and repairing the trailer and owed a duty to Plaintiffs and the general public to act or transport equipment and goods in interstate commerce in a safe manner and with reasonable care.

15. Upon information and belief, Defendants, Trucking Company, Truck Driver and Exxact, negligently performed certain inspections on, and repairs to, the trailer at issue in this lawsuit, including inspections and repairs to the flooring of the trailer.

16. Defendants, Trucking Company and Exxact, are liable under the common law and statutory theories of contractor/subcontractor, respondeat superior, agency, and master/servant liability.

17. At the time this incident occurred, Defendant, Truck Driver, was in the process of accepting a load of paper for shipment in the trailer, owned by Defendant, Exxact, which Defendant, Truck Driver, delivered with Defendant, Trucking Company's truck, and was at all times pertinent hereto a motor carrier driver.

18. That after Defendant, Truck Driver, backed the trailer into the loading area Plaintiff, Robert Immordino, began his job of loading paper into Defendant, Exxact's, trailer for shipment using a "clamp truck" to move the paper into the trailer.

19. While in the process of moving the paper into the trailer the flooring of the trailer gave way beneath Plaintiff, Robert Immordino, causing the clamp truck to fall through the floor and stop suddenly jerking Plaintiff, Robert Immordino, violently and throwing him about within Exxact's trailer and causing severe injury to Plaintiff, Robert Immordino.

20. That the collision and damages herein described were the direct, foreseeable, and proximate result of the negligent and careless, and willful, wanton, reckless, and grossly negligent acts and/or omissions of Defendants in one or more the following particulars:

- a. failing to properly inspect the tractor and trailer prior to its use;
- b. failing to maintain the tractor and trailer and its flooring in a safe condition;
- c. negligent hiring, negligent supervision, negligent training;
- d. negligent entrustment by Defendants, Trucking Company and Exxact; and
- e. failure to comply with the Federal Motor Carrier Safety Regulations;
- f. failure to ensure that any procedure or safety audit was in place to confirm that any inspection, repair, or maintenance of the tractor and trailer was actually performed or, in the alternative, performed in an adequate manner;
- g. failure of Defendants to communicate among themselves about the risks or safety issues presented by the trailer at issue;
- h. failure by Defendants to supervise any maintenance procedures;
- i. failure to monitor the quality of the trailer;
- j. failure to confirm that all components of the trailer in question were in good repair and properly and attached in a manner that made the trailer safe to be used in interstate commerce; and
- k. violating the laws of the State of South Carolina; and
- l. such other and further particulars as the evidence at trial may show.

21. All of the above-referenced acts and omissions, or both, were the actual, direct and proximate cause of the damages and injuries claimed herein.

22. That as a direct and proximate cause of the acts and omissions, or both, of Defendants, Exxact, Trucking Company and Truck Driver, Plaintiff, Robert Immordino, suffered physical and mental injuries, which have caused, and in the future will cause, Plaintiff to suffer one or more of the following elements of damage:

- a. Physical pain and suffering;
- b. Loss of income;
- c. Loss of enjoyment of life;

- d. Substantial expenses for medical services;
- e. Mental anguish, shock, fear, and embarrassment;
- f. Expenses for transportation to and from medical services; and
- g. Other particulars as evidence may show at trial.

AS A SECOND CAUSE OF ACTION
(Loss of Consortium for Allison Immordino)

23. The allegations set forth in Paragraphs 1 through 22 above are repeated as if set forth herein verbatim.

24. That Defendants owed a duty of care to Plaintiff, Robert Immordino.

25. That Defendants breached this duty to Plaintiff, Robert Immordino.

26. As a direct, foreseeable, and proximate result of the aforesaid negligent, grossly negligent, careless, wanton, and reckless acts and/or omissions of the Defendants, Plaintiff, Allison Immordino, has been forced to endure substantial losses of the marital rights to company, society, cooperation, affection, assistance, fellowship, aid and relations with her spouse, Plaintiff, Robert Immordino.

27. That due to the negligent, grossly negligent, careless, wanton, and reckless acts and/or omissions of Defendants, Plaintiffs, Robert Immordino and Allison Immordino, are entitled to actual and punitive damages from Defendants in an amount to be determined by the trier of fact, and punitive damages in such an amount that would deter Defendants from such activities in the future.

28. Plaintiffs are entitled to judgment against Defendants, jointly and severally, for the above-described actual damages and injuries to Plaintiffs and for punitive damages in an amount to be determined by the jury.

WHEREFORE, Plaintiffs, Robert Immordino and Allison Immordino, pray that the court enter judgment against Defendants for Plaintiffs' actual and punitive damages in an amount to be determined by the jury, for their reasonable costs of this action, and for such other and further relief as this court may be deemed just and proper.

Respectfully submitted,

s/P. Jason Reynolds

P. JASON REYNOLDS, ESQ.

South Carolina Bar No. 76057

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